

KARMAVEER SHANKARRAO KALE SAHAKARI  
SAKHAR KARKHANA LTD. GAUTAMNAGAR  
POST-KOLPEWADI, TAL-KOPERGAON  
DIST-AHAMADNAGAR

AGREEMENT  
FOR  
NON-IRRIGATION WATER SUPPLY

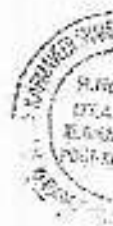
RINGDAM

(DISTILLERY DIVISION)

PERIOD: 1-11-2016 to 31-10-2022(6 YEARS)



१. नाम: श्री. रा. ११५३  
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महाराष्ट्र MAHARASHTRA

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N 657151

अ. नं. 100 मुद्रांक नं. 404 दि. 24/1/96

शु. वे. का. शि. र. शंकराव का. के. सहकारी साखर कारखाना लि.

हस्त. प्र. रा. गांधी व. कृ. वि. गांधी

प्र. रा. गांधी मुद्रांक घेणाऱ्याची सही/अंगठा श्री. कारभारी नं. पु. वि. अ. नं. ५/११९४

Ahmednagar herein after referred to as "The Government" of the one part and the Governor of Maharashtra hereinafter referred to as "The Government" (which expression shall unless excluded by or it be repugnant to the context or meaning thereof be deemed to include his successors and assigns) of the other part.

Whereas the Karkhana is desirous of constructing a pumping station on The Karkhana's land at Surogaon, Tal. Kopergaon for drawing water from the source Headwall constructed on Godavari Right Bank Canal in Kilometer No. 39/6 (Hereinafter referred to as "the said source") for the use by the Karkhana's Distillery Process plant (hereinafter referred to as "the said plant") and laying underground and surface pipes and drains for discharge of the factory effluent.

AND whereas The Karkhana has applied to the Government for permission to draw 31.536 Mcft. of water per year from the said source.



कर्मवीर शंकरराव फाळे सहकारी साखर कारखाना लि.  
 सि. प. गा. १६६ अक्षिपेठि  
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 ४/६६६५  
 १९८६



AND whereas The Karkhana has paid Rs. Nil (Rupees Nil) to Government towards the proportional cost of capital outlay of the project.

AND Whereas the Government has agreed to grant the aforesaid permission to The Karkhana on the terms and conditions hereinafter appearing.

AND WHEREAS UNDER the said terms and conditions The Karkhana, has to deposit with the Executive Engineer Nashik Irrigation Division, Nashik to the Government a sum of Rs. 13,57,511/- (Rupees Thirteen Lacs Fifty Seven Thousand Five Hundred Eleven only) as 'security' equivalent to 2 months' The Karkhana's probable annual water charges based on yearly sanctioned and as communicated in cash or in the form of fixed deposit receipt or a bank Guarantee issued by a scheduled / nationalised bank having its main / branch office situated locally for the due observance and performance by The Karkhana of the terms and conditions of this Agreement AND WHEREAS The Karkhana has accordingly prior to the execution of these present deposited with the Government Rs. 13,57,511/- (Rupees Thirteen Lacs Fifty Seven Thousand Five Hundred Eleven only) as security for the due observance and performance by The Karkhana of the terms and conditions herein contained; AND WHEREAS it has been agreed that the said amount will not carry any interest if deposited in cash.

Definitions:

Quota: Quota means yearly demand sanctioned and communicated to - by the Executive Engineers.

Corporation: Corporation means the River Basin / corporations like Maharashtra Krishna Valley Development Corporation (MKVDC) Godavari Marathwada Irrigation Development Corporation (GMIDC) Tapi Irrigation Development Corporation (TIDC) Konkan Irrigation Development Corporation (KIDC) & Vidarbha Irrigation Development Corporation (VIDC) Municipal Corporation's, Municipalities etc.

MIDC: MIDC means Maharashtra Industrial Development Corporation.

MJP: MJP means Maharashtra Jeevan Pradhikaran.

Yearly Applicable Demand: Yearly applicable demand means the water demand communicated by the USER for the period from 1st November to 31st October to the Executive Engineer & sanctioned by Irrigation Department every year in the month of September along with its bifurcation for industrial domestic and agricultural use.

USER: User means water using agency like individual Company/ MIDC/MJP/Local Bodies.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- (a) In consideration of The Karkhana making payment to the Government as hereinafter specified and observing and performing the convenience and



condition herein contained Government do hereby grants to The Karkhana, permission to draw following quota of water for the specified purpose

| Sr. No. | Description/Use   | Quantity (Mcf.) Per Year |
|---------|---|--------------------------|
| 1       | Total Sanctioned quota  | 31.536                   |
| 1.1     | For Industry Using Portable water bottling plant                        | Nil                      |
| 1.2     | For other than water as a raw material Industrial use                   | 31.536                   |
| 1.3     | For domestic use  | Nil                      |
| 1.4     | For agricultural use (nursery/gardening) within The Karkhana's premises | Nil                      |

and use the same for the purpose of The Karkhana's said plant or project for supply to residential colonies and for agricultural use (nursery /gardening) for a term of six years commencing from the 1st day of November 2016 on the following terms and conditions.

(b) The quota assigned for domestic use and for agricultural use shall not exceed 10% each of the total water demand. In the cases wherein the water used for Domestic and Agricultural use exceeds 10% in each case the excess use shall be charged at industrial applicable rate specified in clause 11 of this agreement (not applicable to MIDC).

(c) The industrial water requirement, the Domestic water requirement and agricultural (nursery/gardening) water requirement of The Karkhana as demanded deemed to be separate and Independent for the sole purpose and water charges assessment shall be accordingly separate and Independent for other clauses of this agreement.

2) The permission hereby granted shall be subject to the provisions of the Maharashtra Irrigation Act 1976 and the Bombay Canal Rules 1934 and subsequent revisions, if any, in force and any executive orders issued in this behalf by Government and any statutory amendment thereof from time to time and for the time being in force.

3) Nothing herein contained shall be deemed to imply any guarantee on the part of the Government as to the availability or otherwise of any specific quantity of water and Government shall not be responsible for the non-supply or inadequate supply of water on any account whatsoever.

However in case of inadequate or non supply due to shortage of water or reason beyond the control of the department bill shall be charged as per actual quantity of water lifted/supplied during such period.

4) The Karkhana shall use the water drawn from the said Canal for purposes of The Karkhana's said plant and for supply to the residential colonies constructed by The Karkhana within the area of the said plant for providing housing to its employees and workers (hereinafter referred to as "the said residential Colonies"). The Karkhana other than MIDC shall not sell the water from the said Canal to any other person, firm or Karkhana, corporation or other body. In the event of The Karkhana selling water drawn from the said Canal then the Government without prejudice to its right will forthwith revoke the license, Government shall be entitled to recover from The Karkhana the proceeds of any such sale made by The Karkhana.

As regards water supply to MIDC this clause of resale of water will not be applicable to the extent of the water supplied by them to the industrial units and residential colonies in their jurisdiction. But for any purposes other than the above if MIDC desires to supply the water then the permission of the Government in irrigation department is obligatory. Water supply made by the MIDC without prior permission will be charged at the maximum rates applicable for industrial water supply.

5) The Government shall be entitled to utilise water of the said Canal available after meeting the reasonable requirements of The Karkhana as to which matter the decision of the Government shall be final and binding on The Karkhana for such purpose as Government deems fit.

6) The permission hereby granted shall not in any manner prejudicially affect the existing water rights vested in the upstream riparian owners nor shall it in any way, Prejudice the Government's right to here after launch or implement in public interest any new scheme or schemes on its own, on or in connection with the present source of channel of water supply available to The Karkhana, subject however to the safe - guarding of its reasonable demand referred to in clause (5) above.

7) The Karkhana shall not construct the pick-up weir in the bed of the said Godavari Right Bank Canal unless proposals plans drawing, specifications, estimates and all other details thereof are previously submitted to and approved in writing by an officer authorised in that behalf by the Government and while granting its approval to the construction of the pick-up weir Government may impose such conditions as it may in its discretion think fit.



said period shall be taken to be 90 % of the yearly sanction demand as communicated in clause No. 11 or average for the last six months whichever is higher.

(ii) If the said electronic measuring devices remain out of order for a period exceeding 30 days then the quantity of water deemed to be drawn by the USER during the said period shall be taken to be 110% of the yearly sanctioned demand as communicated in clause 11 or average for the last Six months whichever is higher. This will be made applicable for the period during which the measuring devices remained out of order.

The aforesaid provisions will also apply when the quantity of water drawn by The Karkhana cannot be measured on account of removal of the said electronic measuring devices for repairs or the same in the opinion of the Executive Engineer not working properly.

(iii) If electronic meter meant for domestic or for agricultural use is not fitted or remains out of order or is removed, the water charges will be levied as per the rates specified for the industrial use for the total quota as referred to in clause 1 (a) of this agreement.

9) Billing should be done on bimonthly basis. The Bill for the water drawn by The Karkhana, during the previous calendar month shall be sent in duplicate/triplicate by the Executive Engineer to the office of The Karkhana, within 15 days after the end of the water consumption months. The Karkhana, shall thereafter duly pay the same by a demand draft drawn in the name of the Executive Engineer Nashik Irrigation Division for and on behalf of the Government within a fortnight from the date of receipt of the bill and shall not allow the same to fall in arrears. If The Karkhana fails to pay the amount within this stipulated time (15 days from the date of receipt of the bill i.e. before the end of the current month) extra charge not exceeding 12 % per annum of the amount due will be charged. If the delay in payment of water charges exceeds six months, the irrigation department reserves the right to terminate the water supply with a notice of 15 days in advance.

10) The cost of all works in connection with the arrangements for water supply including the cost of Electronic measuring devices and its installation and maintenance, shall be borne by The Karkhana.

11) Subject to the provisions of clause (8) hereof, The Karkhana shall pay to the Government at the time and in the manner specified in clause (12) hereof water charges for the quantity of water drawn by The Karkhana from the said Canal as measured by the said electronic measuring devices at the following rates, namely Rs. 64/- per 10,000 liters for industrial use from 29-06-2011.



8) (a) For ascertaining the quantity of water drawn by The Karkhana shall forthwith at its own cost and after obtaining prior approval in writing thereto of the Executive Engineer, Nashik install independent pipelines fitted with separate electronic water measuring devices for use of water for the said independent intention (hereinafter referred to as "the said electronic measuring devices") at such places as is indicated by the Executive Engineer. All the pipeline showing locations of the metering equipments from the said source for different purposes shall be not jointly verified and got approved from Executive Engineer, Irrigation Department. Layout from the said source shall be got approved from the Executive Engineer. No changes in the approved layout shall be made without the prior written approval from the Executive Engineer. In the event of The Karkhana failing to install and keep in proper working order the said electronic measuring devices for use of water for the said plant and supply to the said residential colonies as aforesaid The Karkhana shall be liable to pay for the full sanctioned water quota as mentioned in clause 8(d) I and II. During such period 125 % of the proportionate sanctioned quantity will be charged at the prevailing rates for the said Plant. The said electronic measuring devices shall always be kept under the lock and seal of the Executive Engineer and the key of such lock shall at all time remain with the Executive Engineer. The Karkhana shall at all times, during the substance of this agreement at its own cost maintain the said electronic measuring devices in proper working order and condition.

(b) Readings for the water so drawn by The Karkhana will be taken on the said electronic measuring devices on the Last day of each month / at agreed times jointly by the authorised representatives of the Executive Engineer and of The Karkhana.

(c) If at any time on the opinion of the Executive Engineer the said electronic measuring devices are found defective, the same shall be tested for its accuracy and the cost the such testing shall be borne and paid by The Karkhana. If on such testing the said electronic measuring devices are found to be defective The Karkhana shall forthwith get the same repaired and set right at its own cost and in the event of The Karkhana, failing to do so within 30 (Thirty) days thereafter the Executive Engineer may proceed to do so on account and at the cost of The Karkhana.

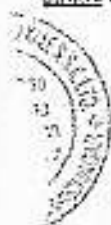
(d) In the event of the said electronic measuring devices going out of order and becoming defective the quantity of water drawn by The Karkhana during the period when the meter was defective and not working shall be ascertained in the following manner.

(i) If the said electronic measuring devices remain out of order for the period of less than 30 days then the quantity of water deemed to be drawn by USER during the



Here rates which are going to be applied to The Karkhana with mention of purpose of use of water, sanctioned quota and present rate (subject to its revision) may be specified. The water lifted by the User during rainy season from the Canal where Irrigation Department has not released the water, concessional rate as decided by Irrigation Department shall be charged.

- i. Provided however that after the expiry of two years from the date The Karkhana starts drawing water from the said Canal if in any month the quantity of water drawn by The Karkhanais less than 90 percent of the quantity of water specified in clause (1) hereof then The Karkhana shall pay to the Government water charges calculated for 90 percent of the quantity of water specified in clause (1) hereof or for average of the quantity of water drawn by The Karkhana during the period of previous three months including the month in question whichever is greater. (Not applicable to MIDC)
- ii. For any unforeseen reasons, The Karkhana /Agency would like to reduce /increase the demand of water made earlier/entered in the agreement, they will be required to make the revised annual demand before the commencement of the year i.e. 1<sup>st</sup> day of November. On acceptance of such revised demand The Karkhana will be charged as per changed demand for period specified, other conditions remaining same. A supplementary agreement on hundred rupees stamp paper for this changed quantity which will form part of main agreement.
- iii. No penal rate will be levied for the quantity limited to 10 % in excess of the sanctioned one. For quantity used in excess of this 10 % without prior sanction a penal rate of 25 % will be charged over the basic rate. The delay in payment on account of this also, will be governed by clause (9) above.
- iv. For any unforeseen reasons (such as- sudden closure of the units or sudden rise in production etc.) there could be abrupt fluctuations in the demand on both sides. Such cases will be decided at Govt. level only, by giving due considerations to the availability of water in the particular sub-basin and so on.
- v. In addition to the payment of water charges referred to above The Karkhana shall also pay to the Government local fund cess at the rate of 20 paise per every rupee of basic water charges.
- vi. Water bills – The bi-monthly bills for the period from November to August (for 10 months) shall be prepared on the basis of actual quantity of water lifted at the prevailing rate. The bill for the months of September & October (11<sup>th</sup> & 12<sup>th</sup> month) shall be prepared by taking review of annual sanctioned demand and the terms and conditions of the agreement and then shall be adjusted and paid accordingly. While adjusting so it shall be considered that the 90 % of the annual sanctioned demand has been lifted / used.  
The water lifted in excess, up to 10 % of sanctioned demand shall be charged at single rate and excess above 10 % without prior permission will be charged at penal



rate of 1.25 times of the normal rate, as mentioned in the relevant clause. However the local cess shall be charged on single rate only.

12) (a) The Karkhana shall pay to the Executive Engineer, water rates and local fund cess either in advance every bi-months on the basis of anticipated quantum of water to be drawn by it from the said source during the next two months or on monthly basis within fifteen (15) days from the date of receipt of the bimonthly demands by USER from the Executive Engineer. On default of the USER to pay the water rate or local fund cess as aforesaid vide clause 9 and 11, Government shall without prejudice to its any other rights and remedies be entitled to terminate this agreement forthwith as per clause No.9

(b) In the case of disputes regarding quantity of water billed or rate at which the bill is prepared The Karkhana water user shall first pay the complete amount of the bill and then claim for refund or any excess bill charged giving the reasons/ justification of wrong billing. However the decision of Superintending Engineer and Administrator Command Area Development Authority Nashik (C.A.D.A.) in this regard shall be final and binding on The Karkhana.

13) Government hereby reserves to itself the right to revise from time to time the water rates and local fund cess and The Karkhana shall pay the revised water rates and local fund cess as may be fixed by Government from time to time.

14) The User shall not discharge the effluent in any nalla/canal or river and shall not pollute directly or indirectly any portion of the said nalla/ river/canal even by septic tank effluents. If any water sources are polluted any industry as identified by irrigation/Pollution Control Board/ MIDC/ MJP The Karkhana shall be charged with a penalty of rupees 5,000/- per such incident per day till it is rectified. The opinion of Maharashtra Pollution Control Board in respect of degrees of pollution will be binding on The Karkhana.

The Karkhana shall recycle the effluent water for their use such as gardening/recreation, cooling, cleaning, washing and manufacturing process etc. so that at least 50% reduction in consumption of fresh water is achieved.

15) The effluent disposal arrangement made by The Karkhana/industry shall be got approved by The Karkhana from the Maharashtra Pollution Control Board/Environmental Department of the Government prior to commencing the operation of pumping/ drawing water from the source.

16) The Karkhana shall at all the times allow an officer of Irrigation Department of the Government authorized in that behalf to inspect the said works as well as the accounts and copies taken of entries from the records maintained by The Karkhana



17) Any notice or other document to be given to or served upon The Karkhana may be given or served on behalf of the Government by the Executive Engineer Nashik Irrigation Division, Nashik and any such notice or document shall be deemed to have been duly given to or served upon The Karkhana or sent by registered post to the registered Company if it is delivered at the registered office of The Karkhana or sent by registered post to the registered address for the time being of The Karkhana.

18) The said sum of Rs. 13,57,511/- (Rupees Thirteen Lacs Fifty Thousand Five Hundred Eleven only) deposited in the form of D.D/FDR/Bank Guarantee/Cash by The Karkhana with the Executive Engineer, Nashik Irrigation Division, Nashik to the Government as aforesaid shall be held by the Government as security for the due observance and performance by The Karkhana of the covenants, terms and conditions herein contained. In case of default on the part of The Karkhana to perform and observe any of the said covenants, terms and conditions it shall be lawful for the Government in its absolute discretion to forfeit the whole of the security deposit or any part thereof without prejudice nevertheless to any rights and remedies which the Government may have against The Karkhana under these presents for such breach and The Karkhana shall forthwith pay up the amount so forfeited and shall always maintain the original amount of deposit throughout the period of this agreement. On the expiry of the terms of this agreement, the said security deposit of Rs. 13,57,511/- or such part thereof as shall not have been appropriated as aforesaid shall be refunded to the Karkhana.

19) All amounts due to the Government by The Karkhana under this agreement shall be deemed to be arrears of land revenue and may without prejudice to any other rights and remedies of the Government be recovered from The Karkhana as arrears of land revenue.

20) On the expiry of the term of this agreement, Government may renew this agreement within 90 days for such further period and on such terms and conditions as Government may at its absolute discretion deem fit.

21) The costs incurred in the execution of the incidental charges for this agreement including stamp duty shall be borne and paid by The Karkhana.

22) Permission for extra water over and above the sanctioned quota will be granted only when the written permission for expansion etc. is produced by The Karkhana from the Industrial Department. (Not applicable for MIDC)

23) The agreement supersedes all the previous agreements (except certain cases where MIDC has paid the Capital contribution and entered in to an agreement)



entered into by User with the Government in connection with the supply of water from Godavari Right Bank Canal.

24) The Karkhana should submit their water indent for every rotation to the Executive Engineer Nashik Irrigation Division, Nashik on or before starting of the

rotation where the source is located on canal. The Karkhana should also furnish the exact quantity of water actually drawn in each rotation after completion of the rotation.

25) The Karkhana will have to make an arrangement at its own cost for adequate storage (Balancing Tank) of not less than two months requirement of water in case of perennial canal, five months requirement in case of 8 monthly canal system, four months requirement in case of water source from seasonal river/nalla and one month water requirement in case of perennial water source of Dam, so as to take care of the closure period. But if unexpectedly the closure period is increased by more than the specified period stipulated herein The Karkhana will have to make an alternative arrangement for its water requirement at its own cost.

26) IF THE KARKHANA COMMITS A BREACH OF ANY OF THE TERMS AND CONDITIONS THERE OF GOVERNMENT SHALL BE ENTITLED TO CANCEL THIS PERMISSION AND DISCONTINUE THE SUPPLY OF WATER WITHOUT PAYMENT OF ANY COMPENSATION WHATSOEVER TO THE KARKHANA.

27) The Govt. hereby reserves to itself its right to change/ amend/ modify /cancel/ revise any of the terms and conditions, rules and regulations of water management and Maharashtra Irrigation Act and rules laid under them which shall be applicable for this agreement.

28) The Organization having outstanding amount of water charges the rate will be charged to those users company/council at 125% as per the Govt. resolution dated 23-12-2002 and 28-08-2003.

The Penal rate will be applied till The Karkhana pays outstanding amount. The single rate will be charged from the date at which The Karkhana pays its outstanding amount.

29) For the remaining quota of planned water used are chargeable as the 5% annual charges which are the commitment charges.

IN WITNESS WHEREOF THE Common Seal of THE KARKHANA, has been hereunto affixed----- AND -----

As the Executive Engineer, Nashik Irrigation Division, has for and on behalf of the



Governor of Maharashtra hereto set his hand and affixed the seal of his Office the  
day and year first herein above written. THE COMMON SEAL OF-

Was pursuant to a resolution

of the Vice Chairman & General Manager of

the Karkhana dated the

Hereto affixed in the presence of

1. **VICE CHAIRMAN**
2. Karmaveer Shambhooji Kule S.S.K. Ltd.  
At-Gandhinagar, Post, Kolhapur



*[Signature]*  
General Manager (Sugar)  
Karmaveer Shambhooji Kule S.S.K. Ltd.  
Gandhinagar, Post, Kolhapur

Two Directors of the Karkhana who in token thereof have hereto set their respective hands in the presence of

1. *[Signature]*
2. *[Signature]*

*[Signature]*  
Civil Engineer  
Karmaveer Shambhooji Kule S.S.K. Ltd.  
Gandhinagar, Post, Kolhapur

SIGNED, SEALED AND DELIVERED by the Executive Engineer, Nashik  
Irrigation Division for and on behalf of the Governor of Maharashtra in the presence  
of

1. श्री. जी. एस. मोरे *[Signature]*
2. कु. की. जे. शर्मा *[Signature]*  
- ७.५.७१

*[Signature]*  
शाखाधिकारी  
सिखन हावा-कोजावमाक

*[Signature]*  
Sub. Divisional Engineer  
S.B.C. Sub. Div. Rahata

*[Signature]*  
A.K. Kulkarni  
D.H.K.

*[Signature]*  
Dy. Executive Engineer  
Nashik Irrigation Division Nashik.

*[Signature]*  
(B. S. Shinde)  
Executive Engineer  
Nashik Irrigation Division  
Nashik.

